

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

SEACOAST NATIONAL BANK,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Civil Action No. 5:20-cv-281
	§	
HOTTIES' SPORTS BAR & GRILL,	§	
INC. and CHRISTIAN HAWX,	§	
	§	
Defendants.	§	

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, SEACOAST NATIONAL BANK ("Bank" or "Plaintiff") complains of Defendants Hotties' Sports Bar & Grill, LLC ("Borrower") and Christian Hawx ("Guarantor"), and for cause of action would show the Court as follows:

JURISDICTION, PARTIES AND VENUE

1. Jurisdiction is based on diversity of citizenship. There is complete diversity of citizenship between Plaintiff and Defendants in this matter. As will be more fully explained below, Plaintiff is a citizen of Florida, Defendants are citizens of Texas, and the amount in controversy in this action, exclusive of interest and costs, exceeds the sum of \$75,000. Therefore, this court has jurisdiction over the subject matter of this dispute by virtue of 28 U.S.C. § 1332.

2. Plaintiff is a national banking association. Plaintiff's main office is located in Stuart, Florida. All of Plaintiff's locations are located in Florida. For diversity purposes, Plaintiff is a citizen of the state Florida. 28 U.S.C. §1348.

3. Defendant Borrower is a Texas Corporation with its principal place of business in San Antonio, Texas and is therefore a citizen of Texas. Borrower can be served with process by serving its registered agent at his registered office:

Christian Hawx
2603B Vance Jackson
San Antonio, Texas 78213

4. Defendant Guarantor is an individual citizen of Texas who resides in Bexar County and can be served with process at one of the following locations or wherever he may be found:

Christian Hawx
2603B Vance Jackson
San Antonio, Texas 78213

Christian Hawx
5814 Sundance Lane
San Antonio, TX 78238

5. Defendants are subject to personal jurisdiction in the State of Texas because they are Texas residents and this action arises out of business they transacted in Texas.

6. Pursuant to 28 U.S.C. §1391, venue is proper in the Western District of Texas, San Antonio Division, as Bexar County is the location Defendant Borrower's place of business and Defendant Guarantor's residence.

FACTS

7. On or about May 10, 2018, Bank loaned money to Borrower. In order to evidence his obligation to repay the loan, Borrower executed a promissory note (the "Note") in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00). The Note called for

monthly payments, had a variable interest rate, and a maturity date of May 10, 2028. A true and correct copy of the Note is attached to this Complaint as Exhibit A.

8. Guarantor was President and/or Chief Executive Officer of Borrower. In consideration for the Bank's loan to Borrower, Guarantor executed an unconditional Guarantee of Borrower's obligations on the Note. A true and correct copy of the Guarantee is attached to this Complaint as Exhibit B.

9. Borrower has defaulted on the Note and not made any payments since on or about October 25, 2019. Bank has exercised its right to accelerate the amount due on the Note. Bank has provided Borrower and Guarantor with written notice of this acceleration. Bank has made written demand on Borrower and Guarantor to pay the accelerated amount, but Borrower and Guarantor have refused.

10. The refusal of Borrower and Guarantor to honor their obligations under the Note and Guaranty has forced Bank to place this matter in the hands of undersigned counsel for collection of the debt. Bank has agreed to pay counsel a reasonable fee for their services.

COUNT ONE – SUIT ON NOTE

11. Each of the foregoing paragraphs are incorporated and reasserted herein by reference.

12. The Note is a negotiable instrument under article 3 of the Uniform Commercial Code, chapter 3 of the Texas Business and Commerce Code. The Bank is the owner and holder of the Note. The Bank took the Note for value, in good faith, without notice of any defects, forgeries or defenses.

13. The Borrower is in default of its obligations under the Note, and the Note has been accelerated. The amount owed on the Note as of February 28, 2020 was One Hundred

Ninety-One Thousand Seven Hundred Thirty-Two and 23/100 dollars (\$191,732.23) (the “Outstanding Amount”). Interest in the amount of Thirty-Nine dollars (\$39.00) per day (the “Per Diem”) continues accrues on the Outstanding Amount for every day from and after February 28, 2020 that the Outstanding Amount remains unpaid.

14. The Borrower is liable to the Bank for the Outstanding Amount, and the accrued Per Diem. Borrower is also liable for Bank’s reasonable and necessary attorney’s fees pursuant to paragraph 6(B) of the Note.

COUNT TWO – SUIT ON GUARANTEE

15. Each of the foregoing paragraphs are incorporated and reasserted herein by reference.

16. The Guarantee is a contract between Bank and Guarantor. It is an unconditional guarantee of payment and not collection. Bank complied with all its obligations by loaning money to Borrower. Guarantor has breached his obligations under the Guarantee and that breach has proximately caused Bank damages.

17. The Guarantor is liable to the Bank for the Outstanding Amount, and the accrued Per Diem. Guarantor is also liable for Bank’s reasonable and necessary attorney’s fees pursuant to paragraph 9(A) of the Guarantee.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests and prays that Defendants be cited to appear and answer, and that upon trial hereof judgment be rendered in Plaintiff’s favor against Defendants, jointly and severally, for the following relief:

1. The Outstanding Amount plus the accrued Per Diem, or such other damages and pre-judgment interest as may be proven at trial;
2. The Plaintiff’s reasonable and necessary attorney’s fees; and

3. Such other relief, at law or in equity, to which Plaintiff may show itself to be justly entitled.

Respectfully submitted,

KESSLER & COLLINS,
A Professional Corporation

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